

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **North Franklin Realty, LLC** to **Victory Acquisitions, LLC** dated August 4, 2021 and recorded with the Norfolk County Registry of Deeds in Book 39749 at Page 12, of which mortgage the undersigned is the present holder for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11 o'clock A.M. on the 18th day of April, 2023 at **181 North Franklin Street, Holbrook, Norfolk County, Massachusetts**, all and singular the premises described in said mortgage,

To wit:

A certain parcel of land together with the building and improvements thereon situated in said Holbrook, Norfolk County, Massachusetts being more particularly bounded and described as follows:

EASTERLY: by land of Samuel R. and Edith Schecter, **Eighty-Three and 42/100 (82.43)** feet;

SOUTHWESTERLY: by land of Mildred A. Currier, Jean Louis McLean, Richard K. McLean and Janice L. McLean, Four Hundred Ten (410) feet;

WESTERLY: by N. Franklin Street, Eighty-Three and 05/100 (83.05) feet; and

NORTHERLY: by land of Beatrice A. Hunt and Roland R. and Genevieve Hooke, Three Hundred Ninety and 01/100 (390.01) feet.

Containing 33,600 square feet of land. Subject to all restrictions and encumbrances of record, if there be any.

For title see deed from Anthony K. Lewis, recorded herewith.

Premises to be sold and conveyed subject to (i) mortgage given by Anthony K. Lewis to Rockland Trust Company dated May 21, 2014 and recorded with Norfolk County Registry of Deeds at Book 32261, Page 76, securing the original principal sum of \$343,660.00 and (ii) subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale: A deposit of ten thousand dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at the Law Offices of Bruce E. Linsky, 1383 Washington Street, Suite 3, Newton, MA 02465 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Other terms, if any, to be announced at the sale.

**Victory Acquisitions, LLC**

Present holder of said mortgage

By its Attorneys,

Law Offices of Bruce E. Linsky

1383 Washington Street, Suite 3

Newton, MA 02465